

REMARKS

By this amendment, Claims 1-4, 6-11, and 16-26 have been amended and no claims have been added or cancelled. Amendment to the claims is made without acquiescence to the position of the Examiner or prejudice to pursue the claims as previously presented in a continuation application. Hence, Claims 1-11 and 16-26 are pending in the application. Each rejection raised by the Office Action is addressed separately below.

CLAIMS 16-26 CONFORM TO 35 U.S.C. § 101

Claims 16-26 were rejected under 35 U.S.C. § 101 for allegedly being directed to non-statutory subject matter.

35 U.S.C. § 101 indicates that a manufacture is patentable subject matter. Applicants respectfully submit that a computer-readable medium is an article of manufacture. The Office asserts that only tangible embodiments are patentable. Assuming that this is true, the word “tangible” means “capable of being perceived.” It is noted that a computer-readable medium, by its very nature, is tangible because, if a computer can read from a computer-readable medium, it necessarily follows that a computer is capable of perceiving the computer-readable medium. If a computer could not perceive the computer-readable medium, then the computer could not read from the computer-readable medium. Consequently, a computer-readable medium, in and of itself, is both (a) tangible, as it is capable of being perceived, and (b) patentable under 35 U.S.C. § 101, as a computer-readable medium qualifies as an article of manufacture.

However, the Office asserts that a computer-readable medium may be intangible, and further asserts that an intangible computer-readable medium is not patentable subject matter. Notwithstanding the question of how a computer can read from a medium that is intangible (which means incapable of being perceived), Applicants have amended each of Claims 16-26 to clarify that each is drawn to tangible subject matter. Specifically, Claim 16 recites:

“A tangible computer-readable storage medium storing one or more sequences of instructions for propagating changes to a table, wherein execution of the one or more sequences of instructions by one or more processors causes”

Consequently, it is respectfully submitted that each of Claims 16-26 is directed towards a tangible article of manufacture. Therefore, the concern raised by the Office Action has been addressed, as each of Claims 16-26 is clearly directed towards statutory subject matter.

CLAIMS 1-11 AND 16-26 CONFORM TO 35 U.S.C. § 112

Claims 1-11 and 16-26 were rejected under 35 U.S.C. § 112, second paragraph for allegedly being indefinite for failing to particularly point out and distinctly claim the subject matter to which the Applicants regard as their invention.

The Office Action appears to raise a concern that the term “copy,” which is recited in many pending claims, implies that a first copy must be identical to a second copy. As a result, the Office Action alleges that it is unclear to refer to a difference between two copies of a table.

The Applicants concede that, at the time a copy of an original table is made, the copy of the original table is identical to the original table. However, anytime after the copy has been made, either the copy of the original table or the original table itself may be updated or otherwise changed independently from the other, thereby rendering the copy of the original table different from the original table. As a result, either a copy of an original table or the original table itself may have any number of differences with respect to the other.

As used in the Applicants’ specification, the term “copy” is not used to imply that a copy of a table is identical to the original table. In fact, the pending claims are directed towards replicating changes made to schemas, as the title of the patent application suggests. Thus, the term “copy,” as used by the Applicants’ specification and by the pending claims, is clearly used to refer to a copy of a table that is different in some way to another copy of a table.

To address the concern raised by the Office Action, the Applicants have amended Claims 1-4, 6-11, and 16-26 to recite the term “version” instead of the term “copy.” The term version is consistent with the teachings of the specification in that the term “version” is not associated with any connotation that a first version of an entity is identical to a second version of the entity. In fact, if the term “version” has any connotation at all, the term “version” implies that a first version of an entity is different in some way than a second version of the entity, which corresponds to the meaning ascribed to the term “copy” in both the Applicants’ specification and the pending claims. Therefore, to avoid any potential confusion arising from readers of the pending claims who do not have benefit of having read the Applicants’ specification, Applicants have amended the pending claims to recite the term “version,” instead of the term “copy.”

The Office Action also raised the concern that it was confusing that (a) Claims 2, 3, 17, and 18 specify that the non-overlapping database column is missing in one version of a table, but present in another version of the table, while (b) Claims 1 and 16 imply that both the first version of the table and the updated second version of the table have the non-overlapping database

column. Claims 1 and 16 have been amended herein to clarify that “at least one of the first version of the table and the updated second version of the table have at least one non-overlapping relational database column both before and after the step of updating.” Consequently, it is respectfully submitted that this concern has been addressed and overcome.

The Office Action also indicated that Claims 9, 10, 24, and 25 were indefinite based on the reasoning that step e, as claimed, requires adding the second column to the second copy of the table at the second site. However, it is respectfully submitted that this is incorrect. Step e, as amended, recites “associating the second flavor with the first site and dropping the first column from the first version of the table at the first site.” Thus, the second column is not added to the first version of the table at the first site in step e. As a result, the rationale provided by the Office Action as to why Claims 9, 10, 24, and 25 are allegedly indefinite is not supported by the features of Claims 9, 10, 24, and 25. Therefore, it is respectfully submitted that either Claims 9, 10, 24, 25 are definite under 35 U.S.C. § 112, second paragraph, or otherwise Applicants respectfully request clarification as to why Claims 9, 10, 24, and 25 are not definite under 35 U.S.C. § 112, second paragraph.

It is respectfully submitted that the amendments to Claims 1-11 and 16-26 and the comments discussed above address the concern raised by the Office Action under 35 U.S.C. § 112, second paragraph. Consequently, Claims 1-11 and 16-26 conform to 35 U.S.C. § 112.

CONCLUSION

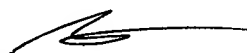
For the reasons set forth above, it is respectfully submitted that all of the pending claims are now in condition for allowance. Therefore, the issuance of a formal Notice of Allowance is believed next in order, and that action is most earnestly solicited.

The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

To the extent necessary, a petition for an extension of time under 37 C.F.R. § 16.136 is hereby made. Please charge any fee shortages or credit any overages to Deposit Account No. 50-1302.

Respectfully submitted,

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I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

on May 5, 2006

by



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